

This instrument was prepared under the supervision and direction of, and shall be returned to:  
Nassau County Attorney's Office  
96135 Nassau Place, Suite 6  
Yulee, FL 32097

Inst: 202545011196 Date: 04/17/2025 Time: 12:28PM  
Page 1 of 6 B: 2781 P: 1872, Doc Type: EAS  
Mitch L. Keiter, Clerk of Court, Nassau County,  
By: BM, Deputy Clerk  
Doc Stamp-Deed: 0.70

### **GRANT OF DRAINAGE EASEMENT**

THIS EASEMENT executed and given this 7<sup>th</sup> day of MARCH, 2025 by, **LOLLYPOP PROPERTIES LLC**, a Florida limited liability company, whose mailing address is 95425 Bermuda Drive, Fernandina Beach, Florida 32034, hereinafter called "GRANTOR", to **THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 96135 Nassau Place, Suite 1, Yulee Florida, 32097, hereinafter called "GRANTEE."

**WHEREAS**, Grantor is the owner of certain lands as more particularly described in the Official Records Book 2699, Page 83 of the public records of Nassau County, Florida, also commonly known as parcel ID **37-3N-27-0135-0012-0000** located at 87279 Lents Road, Yulee, Florida 32097 (the "Subject Property"); and

**WHEREAS**, the Subject Property contains the non-exclusive permanent easement granted herein and more particularly described in **Exhibit "A"** and depicted in **Exhibit "B"**, both attached hereto and incorporated herein (the "Easement Area"), for the purpose of providing overland or subsurface paths and courses for the construction, maintenance, and preservation of storm drainage; and

**WHEREAS**, Grantor reserves for himself/herself, their successors and assigns, the right to use the Easement Area for any uses which are not inconsistent with the purposes described herein; and

**WHEREAS**, in the event Grantee, its employees, or contractors are required to come upon the Easement Area to replace, restore, or clear any drainage structures, ditches, drains, or swales contained therein, the Grantee shall only be liable to restore the Easement Area to its previous grade and in a workmanlike manner: and

**WHEREAS**, the utilization of the Easement Area serves a public purpose.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

## GRANTOR

Lollypop Properties LLC

Signed, sealed and delivered in the presence of:

By: Benson M. Buben

Print Name: Benson M. Buben

Its: President

Witness: Jennifer Boone

Print: Jennifer Boone

Address: 97159 Harbor Concourse Cir  
Fern Bch FL 32034

Witness: Murphy C. Blaney

Print: MURPHY C. BLANEY

Address: 95482 GAMAY CT,  
Fernandina Bch FL 32034

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of March, 2025, by Benson Buben as Owner for LOLLYPOP PROPERTIES LLC, on behalf of the company, who ☒ is personally known to me or who ☐ has produced \_\_\_\_\_ as identification.



Print Name Ryan Weber

Notary Public, State of Florida

Commission # 257935

My Commission Expires: 8/27/26


**ACCEPTANCE**

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



A.M. "HUPP" HUPPMAN  
Its: Chairman

Attest as to Chair's  
Signature:



MITCH L. KEITER  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney



Denise C. May



**WITNESSETH:**

That for and in consideration of the mutual covenants and agreements hereinafter contained, the Grantor and Grantee hereby agree as follows:

1. GRANTOR does hereby dedicate unto GRANTEE a non-exclusive permanent easement and right-of-way over land, subsurface paths, and courses for the construction, maintenance, and preservation of storm drainage, and all other equipment and appurtenances as may be necessary or convenient for intended use of the Easement; together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted.

**TO HAVE AND TO HOLD**, unto GRANTEE, its successors and assigns for the purposes aforesaid. Said GRANTOR is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

2. The Easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

- (a) GRANTOR reserves the right and privilege to use and occupy and to grant to others the right to use and occupy the surface and air space over the EASEMENT AREA for any purpose which is consistent with the rights herein granted to GRANTEE; and
- (b) GRANTEE shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the Subject Property owned by GRANTOR.

3. After any installation, construction, repair, replacement or removal of any piping or other equipment as to which easement rights are granted, GRANTEE shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but GRANTEE shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of piping or other equipment. To the extent permitted by law, however, GRANTEE shall be responsible for damage to improvements that are caused by GRANTEE's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding upon GRANTEE and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "GRANTOR" means the owner from time to time of the EASEMENT AREA or any part thereof.

6. This Easement shall run with title to the Subject Property and shall be recorded in the public records of Nassau County, Florida.

7. This Easement is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. Venue for any action pursuant to this Easement shall be in Nassau County, Florida.

**Exhibit "A"****Legal Description**

A PORTION OF LOT 12, BELLS RIVER ESTATES PHASE TWO, AS RECORDED IN PLAT BOOK 7, PAGE 30, OF THE PUBLIC RECORDS, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 12, WITH THE WESTERLY RIGHT-OF-WAY LINE OF LENTS ROAD, A VARIABLE WIDTH RIGHT-OF-WAY; THENCE SOUTH  $09^{\circ}04'39''$  WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 5.01 FEET; THENCE NORTH  $83^{\circ}57'14''$  WEST, 35.74 FEET; THENCE NORTH  $06^{\circ}02'46''$  EAST, 5.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF TRACT "B", SAID BELLS RIVER ESTATES PHASE TWO; THENCE SOUTH  $83^{\circ}57'14''$  EAST, ALONG SAID SOUTHERLY BOUNDARY, 36.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 179 SQUARE FEET, MORE OR LESS.

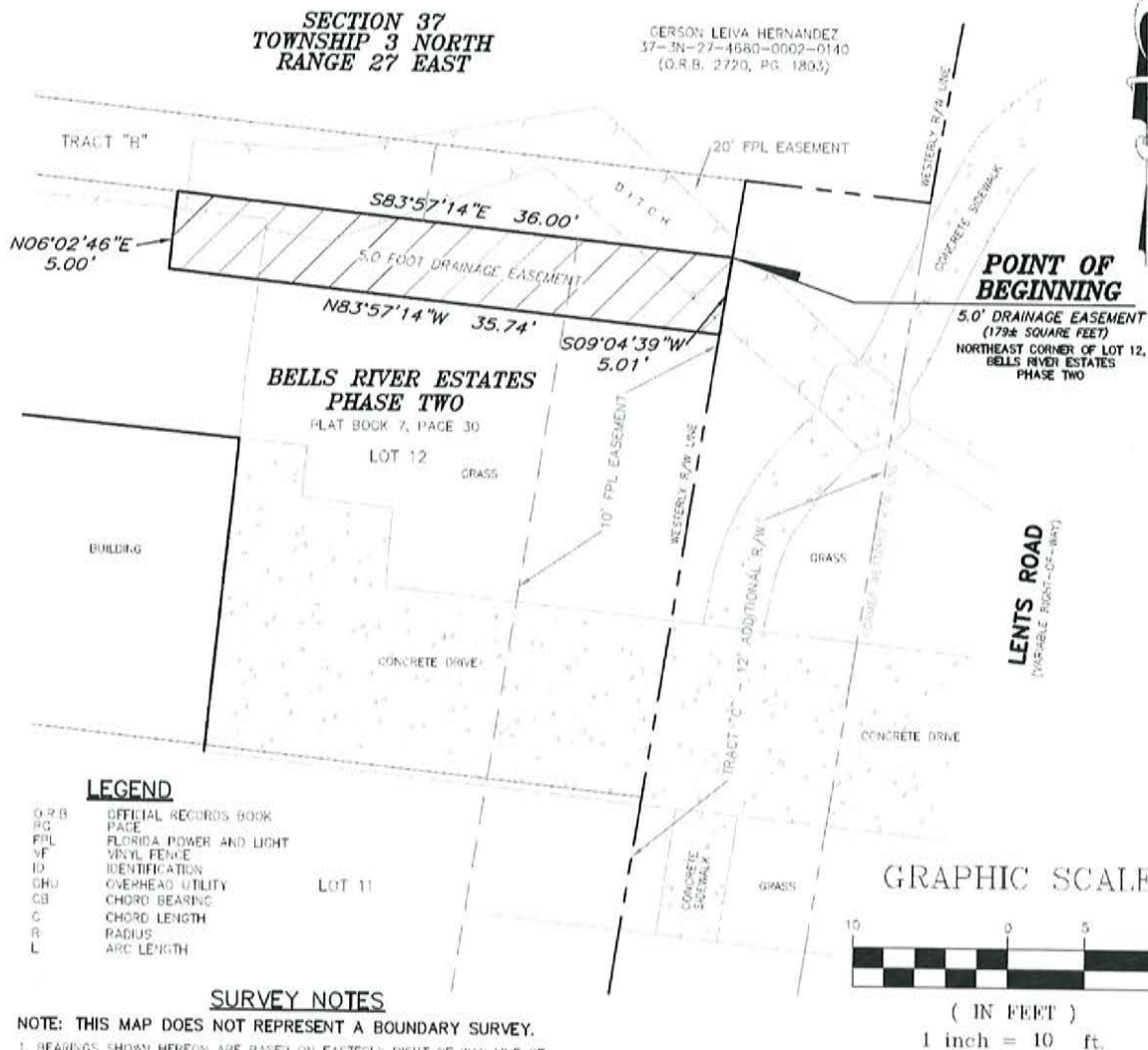
## Exhibit "B"

# MAP SHOWING A SKETCH AND DESCRIPTION OF: (5.0 FOOT UNOBSTRUCTED DRAINAGE EASEMENT)

A PORTION OF LOT 12, BELLS RIVER ESTATES PHASE TWO, AS RECORDED IN PLAT BOOK 7, PAGE 30, OF THE PUBLIC RECORDS, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 12, WITH THE WESTERLY RIGHT-OF-WAY LINE OF LENTS ROAD, A VARIABLE WIDTH RIGHT-OF-WAY; THENCE SOUTH 09°04'39" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 5.01 FEET; THENCE NORTH 83°57'14" WEST, 35.74 FEET; THENCE NORTH 06°02'46" EAST, 5.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF TRACT "B", SAID BELLS RIVER ESTATES PHASE TWO; THENCE SOUTH 83°57'14" EAST, ALONG SAID SOUTHERLY BOUNDARY, 36.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 179 SQUARE FEET, MORE OR LESS.



JOHN K. MAFFETT

Florida Registration Certificate No. 6951

NOT VALID WITHOUT EMBOSSED SEAL

FOR: NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

**ARC SURVEYING & MAPPING, INC.**



5202 SAN JULIAN AVENUE,  
JACKSONVILLE, FLORIDA 32210  
PHONE: 904/384-8377  
LICENSED BUSINESS NO. 6487

<b>DRAWN BY:</b>	<b>DATE:</b>	<b>FIELD BOOK &amp; PAGE</b>	<b>JOB NO.</b>
JKM	01/16/25	--	24-230

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